## **BELLSOUTH**

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**BellSouth Telecommunications, Inc.** 

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TN REGULATORY AUTHORITY DOCKET ROOM

July 29, 2002

Hon. Sarah Kyle Chairman Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, Tennessee 37243-0505



Re:

Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and XO Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.

Docket No. 02-00692

Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, XO Tennessee, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated November 4, 1999. The Amendment adds DS3 Loop to Attachment 2 and modifies Attachment 12 to incorporate rates for the DS3 Loop.

Thank you for your attention to this matter.

Sineerely yours,

Guy M. Hicks

cc: Dana Shaffer, XO Tennessee, Inc.

\$50.00 PAID BEFORE THE TENNESSEE REGULATORY AUTHORITY Nashville, Tennessee

In re:

Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and XO Tennessee, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Docket No. 02-00692

# PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND XO TENNESSEE, INC. PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, XO Tennessee, Inc. ("XO") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated November 4, 1999 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, XO and BellSouth state the following:

- 1. XO and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to XO. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on March 28, 2000.
- 2. The parties have recently negotiated an Amendment to the Agreement. The Amendment adds DS3 Loop to Attachment 2 and modifies Attachment 12 to incorporate rates for the DS3 loop. A copy of the Amendment is attached hereto and incorporated herein by reference.

- 3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, XO and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provide that either or both of the parties are authorized to submit the Amendment to the TRA for approval.
- 4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and XO within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.
- 5. XO and BellSouth aver that the Amendment is consistent with the standards for approval.
- 6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

XO and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 3 day of \_\_\_\_\_\_\_, 2002.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By:

Guy M. Hicks

222 Commerces Street Suite 2101

333 Commerce Street, Suite 2104–Nashville, Tennessee 37201-3300 (615) 214-6301 Attorney for BellSouth

#### CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the day of 2002:

Dana Shaffer XO Tennessee, Inc. 105 Molloy Street, Suite 300 Nashville, TN 37201-2315

XO Tennessee, Inc. Regulatory Department 105 Molloy Street, Suite 300 Nashville, TN 37201-2315

XO Communications, Inc. Regulatory Department 1730 Rhode Island Ave., NW Suite 1000 Washington, D.C. 20036

Guy M. Hicks

#### AMENDMENT TO THE

## INTERCONNECTION AGREEMENT BETWEEN XO TENNESSEE, INC. AND BELLSOUTH TELECOMMUNICATIONS, INC. DATED NOVEMBER 4, 1999

Pursuant to this Amendment, (the "Amendment"), XO Tennessee, Inc. ("XO"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated November 4, 1999 ("Agreement")

WHEREAS, BellSouth and XO entered into the Agreement on November 4, 1999, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1. Section 2.2.4 of Attachment 2 of the Agreement is hereby amended to add the following subsection 2.2.4.6:
- DS3 Loop. DS3 Loop is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
  - 2. Attachment 12 of the Agreement is amended to incorporate rates for the DS3 loop. Such rates are attached hereto as Exhibit 1.
  - 3. All of the other provisions of the Agreement, dated November 4, 1999, shall remain in full force and effect.
  - Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252
     (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

XO Tenneses (c.) Inc.  By:	BellSouthTelecommunications, Inc.  By: Negry R. Fallansler
Name: DANA SHAFFOR	Name: Gregory R Followsur Title: Senior Oirector
Date: VICE PRESIDENT  Out:	Title: 06/26/02
Date:	<i>54.0.</i>

## EXHIBIT 1

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